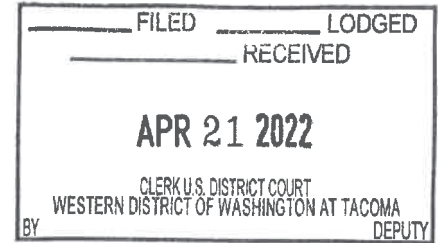


**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON**



TERRA LIBRE LAND TRUST :

On behalf of: Keith Allan: Goulet :

An American National. :

Private, a non-juristic entity :

Petitioner :

Case Number: 3:22-cv-05277-JLR

v. :

WELLS FARGO BANK, N.A. :

NATIONAL ASSET MANAGEMENT GROUP :

JG WENTWORTH HOME LENDING LLC :

QUALITY LOAN SERVICE CORP OF WASHINGTON :

KITSAP COUNTY CORPORATION :

ORANGE COAST TITLE COMPANY :

SOLIDIFI TITLE AGENCY INC :

WELLS FARGO HOME MORTGAGE :

THE SECRETARY OF VETERAN AFFAIRS :

DEPARTMENT OF VETERAN AFFAIRS :

FIDELITY NATIONAL TITLE INSURANCE COMPANY :

MCCALLA RAYMER LIEBERT PIERCE :

Respondents. :

Petition for Writ of Mandamus

In re: Keith Allan Goulet

An American National

Petition for Writ of Mandamus

The Plaintiff **Terra Libre Land Trust**, on behalf of **Keith Allan: Goulet**, an American National, and not a "US Citizen", and not a "Citizen of the United States", by and through **Terra Libre Land Washington**, and it's "Managing Trustee" **Sterling Jay Shaw**, whereas Terra Libre Land Washington holds a limited "Durable Power of Attorney" granted by Keith Allan: Goulet, on this particular subject matter.

Further, that "Keith Allan: Goulet, the living being, does by this Affidavit rebut any and all presumption of law relating to the case or matter before this Court, case number 3:22-cv-5277 whereas the fictional entity KEITH A. GOULET, is not named, and **that this matter is part of the Public Record.**

NO Summons Issued

TAC 016977
\$402.00

The fictional name, KEITH A. GOULET, including all derivative thereof, **is registered in the public**, with “The State of Washington” the State of Washington” and “STATE OF WASHINGTON” and the “The State of Montana”, the “State of Montana” and the “STATE OF MONTANA”, as a fictional entity, in addition to a UCC-1 Financing Statement combined with a Security Agreement, designating the fictitious name as a DEBTOR, recorded with the Secretary of State, Denver Colorado and with the Secretary of State Albany, New York.

Further, that: “Keith Allan: Goulet, is the Secured Party Creditor, **“exclusive donor & beneficiary”**, has designated **Prairie Star National Trust** as Administrator & Trustee; whereas **Prairie Star National** and **Terra Libre Land Washington** holds a limited “Durable Power of Attorney, to act on any and all personal, business and lawful issues that may arise in the name of Keith Allan: Goulet, the living being, and KEITH A. GOULET, a transmitting utility, account number ~~517407513~~”

The documents recorded **in the public**, in KITSAP COUNTY WASHINGTON and MISSOULA COUNTY MONTANA, **invoke and rebut any presumptions of law**, that this matter or any other matter, that should arise, **shall be part of the Public Record** (Canon 3228 (i), as any alleged charges are made against the fictional entity KEITH A. GOULET are not part of the this case.

Ignoring that the alleged named defendants “Fictitious Name Registration” has been entered into the Public Record, whereas evidence has been clearly presented to the Court, and if the Court should decide to move forward with the case, the Court will be in violation of its public service oath and judicial immunity under the subsections **“Canon 3228 (ii), (iii), and (iv).”**

The Presumption of Summons (Canon 3228 (v): States that “A Summons, when rebutted”, stands of **“Truth in Commerce”**. In any case or the matter before the Court, the alleged defendant rebuts his forced appearance by presenting to the Court this Rebuttal, along with a copy of the “registration of the fictional name KEITH A. GOULET, and a copy of this Affidavit stating that, Keith Allan: Goulet is an American National, whose jurisdiction is the Land & Soil of “The State of Montana”, whereas he is the registered owner of the name KEITH A. GOULET and has authorized Terra Libre Land Washington and Prairie Star National to act on his behalf in this matter.

The petitioner by and through its agents, hereby serves this notice of **“Petition for Writ of Mandamus”** against Defendants: WELLS FARGO BANK, N.A., NATIONAL ASSET MANAGEMENT GROUP, JG WENTWORTH HOME LENDING LLC, QUALITY LOAN SERVICE CORPORATION OF WASHINGTON, KITSAP COUNTY CORPORATION OF WASHINGTON, ORANGE COAST TITLE COMPANY, SOLIDIFI TITLE AGENCY INC,

WELLS FARGO HOME MORTGAGE, THE VETERANS ADMINISTRATION, THE SECRETARY OF VETERAN AFFAIRS, John Does 1 through 10 (said name being fictitious and unknown persons) and Corporate entities 1 through 10 (said names being fictitious, unknown entities) all corporate entities, and alleges as follows:

Introduction

1. On or about March 2020, QUALITY LOAN SERVICE CORPORATION OF WASHINGTON, functioning as a "Collection Agency", utilizing the "corporate name – Transmitting Utility name" "KEITH A. GOULET", as the assumed holder of a valid title, under color of law, commenced a non-judicial foreclosure process against the property located at 67603 Phillips Road SE, Port Orchard, Washington.
2. The actual "recorded owner" according to the KITSAP COUNTY RECORDING OFFICE on the date of the "notice of foreclosure" was Keith Allan: Goulet (**Exhibit A**).
3. The Loan Application (**Exhibit B**) was executed by the living man Keith Allan: Goulet. JG WENTWORTH HOME LENDING LLC, illustrated that the subject property was held in "Fee Simple Title" by Keith Allan: Goulet, the living man, whereas the "application document" clearly indicated as such. It was only during the drafting of the documents, that the name was changed, and the name of "KEITH A. GOULET, a Transmitting Utility" was substituted for the living man's name, **without notice** or explanation or **consent** of the living man, Keith Allan: Goulet. The Living man, upon receiving notice from QUALITY LOAN SERVICE CORPORATION OF WASHINGTON, provided "Notice" to QUALITY LOAN SERVICE CORPORATION OF WASHINGTON, with a copy of a "Statutory Warranty Deed" on file with KITSAP COUNTY RECORDING OFFICE, which clearly indicating that a "Fee Simple Title" was held in the name of Keith A. Goulet, the living man, and nowhere on the "Warranty Deed" did the name KEITH A. GOULET, the transmitting utility, appear.
4. Nowhere in the "loan documents" was there any "**informed consent**" by the Applicant, the living man Keith Allan: Goulet, agreeing to the substitution of the "Transmitting Utility Name", to replace the actual 'Holder-in-due-course". No informed consent to change the name was provided by the living man Keith Allan: Goulet.
5. The Living man, Keith Allan: Goulet, provided documents recorded at KITSAP COUNTY RECORDING OFFICE, which clearly "Declared Goulet's Political Status" as an American National and NOT ANY KIND OF "US Citizen" nor a "CITIZEN OF THE UNITED STATES". Including documents which informed QUALITY LOAN SERVICE CORPORATION OF WASHINGTON that Keith Allan: Goulet, the living man,

101 WAS NOT the same PERSON as the name in which QUALITY WAS utilizing as “title holder in
102 possession of the property”.

- 103 6. The living man Keith Allan: Goulet provided a copy of a UCC-1 Financial Statement and a copy of a
104 “Private Security Agreement” whereas KEITH ALLAN GOULET, aka KEITH A. GOULET, the DEBTOR,
105 account number 517487279; whereas the living man Keith Allan: Goulet was named as the “Secured
106 Party Creditor” of any and all property so claimed by the Federal Name KEITH A. GOULET. “This
107 filing secures a Contractual Obligation in favor of Secured Party; any attempt to stultify or impair
108 the contract between Secured Party and/or DEBTOR goes at \$50,000,000.00 per action. Secured
109 Party hereby secures the rights, interest and title over all of Debtor’s assets, land and personal
110 property, now owned and hereafter acquired, now existing and hereafter arising, and wherever
111 located or situated....”
- 112 7. The living man, Keith Allan: Goulet also provided a certified copy of a “Mandatory Notice, Foreign
113 Sovereign Immunities Act, Section 1605 & 1607, & NOTICE OF LIABILITY, 18 USC 2333 – 18
114 USC 1341 – 18 USC 142, clearly identifying the names “KEITH A. GOULET” as a MUNICIPAL
115 FEDERAL NAME, a “Transmitting Utility” account number 517487279. (**Exhibit M**)
- 116 8. Whereas the name “Keith Allan: Goulet”, was identified as a “living man” whose jurisdiction is the
117 “soil and land” of “The State of Montana” and NOT A RESIDENT of the State of Washington, nor
118 the STATE OF WASHINGTON.
- 119 9. Further that Keith Allan: Goulet, the living man’s domicile is “The State of Montana”, a natural born
120 citizen of that state. Whereas he owns property in “The State of Washington” but IS NOT a resident
121 of “The State of Washington”, the State of Washington or the STATE OF WASHINGTON.
- 122 10. In early 2021, the Administrator for the FEDERAL NAME, Transmitting Utility, filed a notice of
123 “Bankruptcy” for the FEDERAL NAME – KEITH A. GOULET. QUALITY LOAN SERVICE
124 CORPORATION OF WASHINGTON was duly notified of this change of status of the FEDERAL
125 NAME, however, QUALITY ignored the notice and proceeded to “sell the property it claimed to
126 have control of by way of an assignment by WELLS FARGO BANK, N.A” as “TEMPORARY
127 TRUSTEE” of the “nonexistent Deed of Trust”. The “Deed of Trust” executed under false
128 presumptions, was cancelled by the only signer to the Deed of Trust, the living man Keith Allan:
129 Goulet, and notice was given to all the parties to the “alleged loan agreement/documents” of that
130 cancellation.
- 131 11. Certified Letter(s) were sent to WELLS FARGO HOME MORTGAGE (a collection entity of
132 WELLS FARGO BANK, N.A.); QUALITY LOAN SERVICE CORPORATION OF
133 WASHINGTON; JG WENTWORTH HOME LENDING LLC; and SOLIDIFI TITLE AGENCY

LLC with the Heading... “NOTICE OF CANCELLATION OF THE DEED OF TRUST (case #: 46-46-6-0907821) (Loan# 533842) containing a STATEMENT OF RECLAMATION. (**Exhibit C**).

12. QUALITY LOAN SERVICE CORPORATION OF WASHINGTON, informed Prairie Star National, the Administrator of the “Transmitting Utility” KEITH A. GOULET, that IT was functioning as the “TEMPORARY TRUSTEE”, on behalf of WELLS FARGO BANK, N.A., however, upon request by Prairie Star National Trust, for a “copy of the assignment” from the existing trustee, QUALITY did not provide any evidence that such an assignment contract existed. QUALITY therefore functioned in a capacity of “nonexistent contract” between QUALITY and WELLS FARGO BANK, N.A., or the existing Trustee.

13. Further, since WELLS FARGO BANK, N.A. claimed to be the “Beneficiary” of this “so called trust”, by rule, “a Beneficiary cannot “name a new trustee” only the “creator of the trust” or the “existing trustee” may affect such a “contractual obligation” on behalf of an existing trust or Trustee. Any appointment of an “Acting Trustee” to a Trust for the singular purpose of the “Collection of Debt” or “Foreclosing on a Note” raised serious questions regarding the violation of the RICO ACT, and “Debt Collection Violations”. The Respondents participated in the violation of 18 U.S.C 1001 (a) (3) by filing false documents , fictitious or fraudulent statement or entry in this unlawful foreclosure.

14. On June 22, 2020, A Notice of Obligation was recorded on March 30, 2020, against QUALITY LOAN SERVICE CORPORATION OF WASHINGTON, the SECRETARY OF VETERAN AFFAIRS, and THE VETERAN ADMINISTRATION, along with various other entities, whereas a response was required. **None of the “Respondents” responded, nor did they rebut** any element of the “**Commercial Tort Claim**”. As a result of the “non-rebuttal”, all Respondents were provided with “Notice of Default” on June 22, 2020, and a “Judgement” was entered July 25, 2020.

15. The Living Man, Keith Allan: Goulet and his Property Management entity: Terra Libre Land Trust, remain the “Landlord – Land Manager” of the subject property. On March 12, 2020, the living man, by letter to Katherine Mauchamer, Attorney General for WASHINGTON STATE, provided notice of his concerns regarding the shady actions of the “Collection Agency” QUALITY LOAN SERVICE CORPORATION OF WASHINGTON. The letter raised the question of “Who was the Holder-in-due-Course” of the property. The complete document is attached as **Exhibit D**, which fully describes the process by which the “Respondents” hereto were and are confronted with. Note that the Notice from QUALITY LOAN SERVICE CORPORATION OF WASHINGTON, was addressed to “The Transmitting Utility – The ESTATE OF KEITH A. GOULET which was in BANKRUPTCY, whereas that corporate bankruptcy was finalized on November 5, 2021.

16. On August 3, 2021 a "Notice of Lien" (**Exhibit E**) was recorded against NATIONAL ASSET MANAGEMENT GROUP in the following amounts of:

In favor of: Wild Rose Christian Ministry: \$365,000.00 - #201906060109

In favor of: Keith Allan: Goulet \$ 750,000.00 - #202104010256

17. On September 29, 2021, McCalla Raymer Liebert Pierce (Law Firm), along with copies sent to the KITSAP COUNTY SHERIFF's OFFICE; the KITSAP COUNTY ASSESSOR-RECORDER's OFFICE advising the parties thereto of the current status of the property. (**Exhibit F**)

18. On December 6, 2021, a follow-up letter was sent to Warren Lance/WARREN LANCE, Bar Attorney #51586, providing notice of "Public Notice of Contract" regarding the attempted criminal profiteering and claim made against the privately owned property of Keith Allan: Goulet managed by Terra Libre Land (management) Trust, invoked a "Notice Provided to Warren Lance and the Law Firm McCalla Raymer Liebert Pierce, stating "This is your Official Notice – Any past, present or future reference or implication that Keith Allan: Goulet, the flesh & blood living man is the same as the FEDERAL NAME: KEITH GOULET or KEITH A. GOULET..."

"This Notice includes ALL principals, Agencies, Agents of the Agencies, Federal or State/STATE, who by their actions, AGREE TO THE TERMS AND CONDITIONS OF THIS CONTRACT, who may also be "Personally liable for Damages"" (**Exhibit J**)

19. The Terms and Conditions of said contract have been invoked for each "Respondent" named herein. "An initial fee of \$500,000.00 for any "Charge" or "Claim"...." And "....\$50,000 per day litigation or lawful expiration, whereas this additional fee shall be a "Contractual Agreement" by the Principal and it's Agent(s) who have initiated the charge or claim...." (**Exhibit J**).

20. On March 30, 2020, A "Notice of Obligation" GPSN-042620-5 was recorded against the following entities regarding this same case. Lourdes E. "Alfie" Alvarado-Romos, Secretary of Veteran Affairs; Robert Wilkie, Secretary of Veteran Affairs; WELLS FARGO BANK, N.A.; WELLS FARGO HOME MORTGAGE; QUALITY LOAN SERVICE CORPORATION OF WASHINGTON, VRM MORTGAGE SERVICES & KC CLAYTON, all "Petitioners" (**Exhibit G**).

21. The Allegations listed therein included "Fraud", "Fraudulent Conveyance", "False Representation of Material Facts", "Fraudulent Concealment", Theft by Deception and Fraudulent Conveyance", "Failure to adhere to the Cancellation of the Deed of Trust"; "Mis-Representation of facts" including:

22. The "Tort of Fraudulent Deceit", whereas the elements of actionable deceit are: "A false representation of a material fact made with knowledge of its falsity, or recklessly, or without

reasonable grounds for believing its truth, and with intent to induce reliance thereon, on which plaintiff justifiably relies on his injury..." 18 U.S.C 241 & 18 U.S.C. 242 each RICO entity has conducted and participated in directly or indirectly using the unlawful collections methods. 18 U.S.C. 1963 (3).

23. From this Tort Claim (GPSN-042629-5), no Respondents replied nor did any Respondent rebut any of the allegations made therein.

24. A second "Commercial Tort Claim" PSN: 0816-7-44, dated August 16, 2021 was issued to the same "Respondents", which included: NATIONAL ASSET MANAGEMENT GROUP, 2461 West La Palma Ave, Suite 120, Anaheim, CA 92801. Again none of the Respondents including NATIONAL ASSET MANAGEMENT GROUP responded to the allegations put forth in the Claim (**Exhibit O**).

25. NATIONAL ASSET MANAGEMENT GROUP, was represented as the "Asset Holding Company/Entity" for THE VETERAN'S ADMINISTRATION. Prairie Star National Trust was made aware upon its own investigation that "NATIONAL ASSET MANAGEMENT GROUP" is wholly owned by none other than WELLS FARGO BANK, N.A., who is a "derivative of the "Corporate UNITED STATES Treasury".

This appears to be a "cozy arrangement" between the "purported lender bank (JG WENTWORTH HOME LENDING LLC), the "servicing bank" WELLS FARGO HOME MORTGAGE and the "Collection Agency" QUALITY LOAN SERVICING CORPORATION OF WASHINGTON, and NATIONAL ASSET MANAGEMENT GROUP.

WELLS FARGO BANK, N.A. files an insurance claim with the "Insuring company", receives full payment amount of the "Loan Amount"., then files a second claim with THE VETERAN'S ADMINISTRATION for the coverage amount, then takes the property from the "Veteran" by utilizing a "non-judicial process" which removes any "defense" by the Veteran.

WELLS FARGO BANK, N.A. not only gets paid twice from insurance claims, when the funds for the entire project came from the Veteran's own credit... and ends up with the "claim to title" to the property..., and the bank risked nothing at all.

FACTS FROM THE RECORDS

1. The UNIFORM APPLICATION INFORMATION: (**Exhibit B**) Illustrated the "applicant" as Keith Goulet. We can presume he must be a living being, as he is referring to as a "Single Man".

The application declares that: "Title will be held in what name(s): the application clearly states: Keith Goulet – Single Man...

Estate will be held in: Fee Simple

2. The VA Certificate of Eligibility No: 1563475 illustrates the "Name of Veteran: GOULET, Keith Allan; The Service Serial Number 197 08 58; the Social Security number utilized on the certificate is: [REDACTED]-[REDACTED]-[REDACTED]" (Exhibit I)

Fact: The name on the Social Security Card is: KEITH ALLAN GOULET

The card DOES NOT belong to the living man Keith Allan: Goulet, but belongs to the "Social Security Administration"... the card states so on the back of the card.

The three names [Keith Allan: Goulet - GOULET, Keith Allan - KEITH ALLAN GOULET] are all different entities.

3. The "VETERAN'S ADMINISTRATION" has violated 8 USC 1324 c: "The penalty for document fraud, by inducing the "Veteran" to violate the same code by leading the "Veteran" to believe that He was "acting/signing" for "his natural self" rather than acting/signing on behalf of a "Substitute Federal Name".

4. The "REPORT AND CERTIFICATION OF LOAN DISPURSEMENT" a Department of Veteran Affairs document, states the following: "Line 4A: FIRST NAME... MIDDLE NAME... LAST NAME OF VETERAN: "Keith A. Goulet".... According to the Veteran's Administrations published records... the Veteran's name is: GOULET, Keith Allan"... NOT: Keith A. Goulet.

The "Loan Disbursement form" states "VETERAN'S SOCIAL SECURITY NO: [REDACTED]-[REDACTED]-[REDACTED]"

The Official Social Security Card states: "The card holder's name is: KEITH ALLAN GOULET" On the back of the card, it clearly states that the card is "Owned by the Social Security Administration".

The name "KEITH ALLAN GOULET" was/is a name created and owned by the MUNICIPAL GOVERNMENTAL SERVICE CORPORATION and DOES NOT belong to the Veteran.

5. That the Federal Name: KEITH ALLAN GOULET was created by the "State of Montana/STATE OF MONTANA (these entities are franchise entities of Territorial/MUNICIPAL corporations known as "THE UNITED STATES OF AMERICA, INC" and "UNITED STATES, INC"), on December 10, 1943.

6. The GEMEI UTILITY, attached to the "Commercial Tort Claim" clearly documents that the "Federal Name KEITH ALLAN GOULET and the Social Security Card number [REDACTED]-[REDACTED]-[REDACTED] has been utilized to capitalize on the "labor & productivity" of the living man to whom this created name and number is "attached to".

This act is "Fraud in Fact by Deceit (Obfuscation and Denial) and Theft" (The Actual Fraud, Deceit, the concealing of something or making a false representation with an evil intent [scanter] when it causes injury to another..."

- 262 7. On October 5, 2019, the living man Keith A. Goulet created a "UNIFORM RESIDENTIAL LOAN
263 APPLICATION" (**Exhibit B**) form with JG WENTWORTH HOME LENDING INC.

264 That form contained the following information: Borrower's name: Keith A. Goulet – **Single Man**
265 Estate will be held in: Fee simple – **In the applicant's name**

266 Amount of Loan: \$344,000.00 – Mortgage Type: **VA** - Loan # 533842

267 According to Loan Application, the borrower (the living man Keith Allan: Goulet) applied for a loan
268 of **money** from the lender/bank. The Loan Disbursement Instructions (created by JG WENTWORTH
269 LLC as Lender or SOLIDIFI TITLE AGENCY LLC as Settlement Agent) identifies the "Borrower" as
270 **Keith A. Goulet**. The "Actual Documents" were converted into the Federal Name: KEITH A.
271 GOULET.

272 The Lender created all the documents in the FEDERAL NAME: KEITH A. GOULET.

273 The FEDERAL NAME: KEITH A. GOULET "**DOES or DID NOT**" hold title to the property as evidenced
274 by a Statutory Warranty Deed dated November 7, 2012, yet the entire "Package of Documents"
275 utilized the FEDERAL NAME: KEITH A. GOULET as the "borrower".

276 The lender DID NOT specify that the borrower WAS NOT obtaining the loan... but in fact the
277 FEDERAL NAME: KEITH A. GOULET created by MUNICIPAL GOVERNMENT.

278 The living being "Keith Allan: Goulet" DID NOT benefit nor receive any funds as a result of the
279 transaction which was carried out in the FEDERAL NAME: KEITH A. GOULET. In addition, the Lender
280 did not LOAN ANY MONEY at all... but was in fact simply loaning the "would be borrower" the
281 living man's own credit.

- 282 8. A HUD/VA Addendum to Uniform Residential Loan Application was completed by the Lender JD
283 WENTWORTH HOME LENDING INC. The borrower's name on the document is illustrated as: **Keith**
284 **Goulet...** and that: Title will be held in what name(s): **Keith Goulet** , **Single man** - **Fee**
285 **simple**; Subject property address (street, city, state & zip): 6703 Phillips Rd SE, Port
286 Orchard, WA 98367, County: Kitsap Washington.

- 287 9. On Page 5 of this document: In the Continuation Sheet/Residential Loan Application:
288 Borrower: **Keith Goulet...** At the bottom of page 5: Borrower's Signature:

289 Above the signature block is the following notation: *[I/We fully understand that it is a Federal*
290 *crime punishable by fine or imprisonment, or both, to knowingly make any false statements*

concerning any of the above facts as applicable under the provisions of Title 18 United States Code, Section 1001, et seq.]

Elements of 18 U.S.C. § 1001 Section 1001's statutory terms are violated if someone: "falsifies, conceals or covers up by any trick, scheme or device a material fact," "makes any false, fictitious or fraudulent statements or representations,"

10. The Facts are that each of the Respondents participated, knowingly or unknowingly in the deceptive elements of mortgages described in the "Commercial Tort Claim – PSN: 0816-7-44", each violating elements of 18 U.S.C...

11. **False and fraudulent conversion of title.** The application states that Title was to be held in the name of "Keith Goulet – a Single man". At what point in the "loan process" did the name get changed to KEITH A. GOULET? How is it possible to for a "corporate entity" to become a "UNMARRIED MAN"?

The "Deed of Trust" converts the "Applicant/borrower from the name "Keith Goulet" into a juristic Person Federal Name: KEITH A. GOULET. The text of the "DEED OF TRUST" identifies this "legal entity – KEITH A. GOULET" as a "UNMARRIED MAN". Pure deception and fraud.

12. Just prior to the signing of the "Documents", which includes the "Application document" a definitive statement that "Title" was to be held in the name: Keith Goulet – in Fee Simple Title". Nowhere in the documents was there any mention of converting the "Title" to some other name. No subsequent document exists that "Transfers" or "Grants as a Grantor" from the living man "Keith Goulet, an Unmarried Man" to any entity, including the Federal Name: KEITH A. GOULET. In a blatant effort to deceive the Veteran, the drafters of the "Loan Documents" labeled the corporate entity: KEITH A. GOULET – AN UNMARRIED MAN, a method of deceiving the signer of the document to "presume that the two names: Keith Goulet and KEITH A. GOULET, were one in the same name, which we know is not a fact.

13. The "NOTE" ..., at the very top of the note, there is a notice... it reads:

"NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERAN AFFAIRS OR ITS AUTHORIZED AGENT."

It can be presumed that the "ASSUMABLE" element not only applies to the "borrower" but to the "Lender/Bank" as well. It is presumed that the "collection foreclosure process" IS THE COLLECTION of or on the "Note".

There is a simple and basic rule of "The Uniform Commercial Code" which forbids foreclosure of a mortgage UNLESS "the creditor possesses the properly-negotiated **original promissory note**... if the "collection agency" does not possess the "original note" the foreclosure must be STOPPED.

It is a known fact, that when a "mortgage note" is fractionalized, the original note is destroyed in lieu of the "new pieces" created, which are subsequently monetized and sold to investors.

14. The Lender, or the Title Company, **Fidelity National Title Insurance Company, a California Corporation**. Converted the title without the knowledge or approval of the applicant, whereas the application clearly stated that "Title was to be held in the name: Keith Goulet, a Single man, and title was to be held in Fee Simple, in the name of Keith Goulet".

Solidifi Title Agency, LLC., (Settlement Agent) Illustrates the "borrower" as Keith A. Goulet and sets forth their conditions of instructions. NO WHERE in the document was a single word about TWO DIFFERENT ENTITIES being involved in the transaction, both which were presumed to be the Living man Keith Allan: Goulet.

15. The "V.A. GUARANTEED LOAN & ASSUMPTION POLICY RIDER" **does not contain the name of the "borrower" Keith Goulet**, it simply has below signature line, the FEDERAL NAME: KEITH A. GOULET.

NOTE: The terms and conditions of this "Policy Rider" does not apply, as the Title to the property was never properly granted to anyone... not the Lender, Title Company or the FEDERAL NAME: KEITH A. GOULET. The document references the "borrower" but the actual borrower's name DOES NOT appear on the document.

The MORTGAGE REGISTRATION SYSTEMS, INC. RIDER: The terms and conditions of this "Policy Rider" does not apply, as the Title to the property was never properly granted to anyone... not the Lender, Title Company or the FEDERAL NAME: KEITH A. GOULET. The document references the "borrower" but the actual borrower's name DOES NOT appear on the document.

16. GUARANTEED LOAN – DEFINITION:

"A guaranteed loan is a loan that a third party guarantees – assumes the debt obligation for – in the event that the borrower defaults... sometimes, a guaranteed loan is guaranteed by a

government agency, which will purchase the debt from the lending financial institution and take on responsibility for the loan.”

According to the “Mortgage Documents”... the loan was made to the “corporate name: KEITH A. GOULET” which is a or “the name” which BELONGS TO THE Federal Franchise STATE OF MONTANA. **The living man “never agreed to be a “involuntary transactor in commerce”, nor a co-signer to “MUNICIPAL CORPORATE DEBT”, nor does any “Corporate Entity”, nor any “Agency of the “MUNICIPAL or Territorial Governmental Service corporations” hold any “Contract” of any kind with the living man Keith Allan: Goulet.**

17. Since the ‘Policy Rider’ referenced above contains remedy/foreclosure data... The DEED OF TRUST, nor the Rider, contains the borrower’s name. It is only the “presumption” that the living man’s name and the FEDERAL NAME, are one in the same. THEY ARE NOT!

18. What the VA “Guaranteed”, was a non-existent loan... THE VA became party to a FRAUDULENT SCHEME to get the “Disabled Veteran” to pay for his home many times. The VA has NO CLAIM TO OWNERSHIP contrary to the NOTICE PROVIDED BY VRM, THAT IT MAY MAKE AGAINST THE “Borrower” in this case the LIVING MAN, Keith A. Goulet. The “NAME” as it is clearly indicated on the entire package of documents.

19. VRM a service contractor for “THE VERERAN’S ADMINISTRATION”, who presented to the Claimant an “IMPORTANT NOTICE TO ALL OCCUPANTS, of the property located at 6703 Phillips Road SE, Port Orchard, Washington [the subject property] that: “THIS PROPERTY IS NOW OWNED BY “**THE SECRETARY OF VETERAN AFFAIRS**” THROUGH ACTION....”

THE ACTION... presumably the “non-judicial foreclosure action” PERFORMED BY QUALITY LOAN SERVICE CORPORATION OF WASHINGTON on behalf of WELLS FARGO BANK, N.A..

There was never any such “foreclosure action” accomplished or noticed to the actual owner of the property...Keith A. Goulet, the living man, by the SECRETARY OF VETERAN AFFAIRS.

20. QUALITY LOAN SERVICE, WELLS FARGO BANK, N.A. were properly notified by “certified United States Mail” that the property was NEVER transferred, sold or granted to the FEDERAL NAME: KEITH A. GOULET.

BOTH entities were notified that any legal or non-judicial action taken against the property which was currently held in the name “Keith A. Goulet” as evidenced by recorded documents at Kitsap County (#201901290079) would be considered unlawful action against an American Citizen, who

was/is not ANY KIND OF U.S. Citizen, and a non-judicial Commercial Tort Claim in the Amount \$500,000.00 per charge would be levied against them. (**Exhibit J**)

21. In addition, BOTH entities were notified that the FEDERAL NAME: KEITH A. GOULET was under "Bankruptcy protection" as was the entire MUNICIPAL (UNITED STATES, INC./USA, INC.) whereas that bankruptcy became final November 5, 2021.

QUALITY LOAN SERVICE OF WASHINGTON, and WELLS FARGO BANK ignored and pushed forwarded with the foreclosure process. In possession of this knowledge, QUALITY scheduled the sale of the property without regard to the bankruptcy and allowed the KITSAP COUNTY SHERIFF to attempt to sell the property. There was NO BIDDERS to the property, whereas the KITSAP COUNTY SHERIFF, informed the Claimant, that by "action by the department" the property was returned to WELLS FARGO BANK who held NO INTEREST in the property at all.

It was only short few days after the Illegal sale of the property, that the owner and hold-in-due-course of the property received a VRM (a contract vendor of VA) notice stating that: "This property is now owned by the SECRETARY OF VETERAN AFFAIRS THROUGH ACTION..."

22. A "NOTICE OF OBLIGATION" dated March 30, 2020, in the form of a non-judicial claim "Noticing Respondent(s):

Lourdes E. "Alfie" Alvarado-Romos, Secretary of Veteran Affairs, Robert Wilkie, Secretary of Veteran Affairs; Charles W. Scharf, CEO, WELLS FARGO BANK; Jeff Smith, Wells Fargo Home Mortgage, and Robert McDonald, QUALITY LOAN SERVICE CORP OF WA;... On June 22, 2020 a Notice of Default was provided, and on July 25, 2020, a JUDGMENT was entered. (**Exhibit G**)

23. This **Mandatory Notice** is provided to all **Territorial United States** District, State and County Courts, their officers, clerks, bailiffs, sheriffs, deputies, and employees and **all MUNICIPAL appointees** including their DISTRICT, STATE and COUNTY COURTS, their OFFICERS and EMPLOYEES:

The vessels doing business as **Keith Allan: Goulet**, the living man, also known as **Keith Goulet, Keith A. Goulet, Keith Allan Goulet**; including the MUNICIPAL FEDERAL NAME known as **KEITH ALLAN GOULET, KEITH A. GOULET, KEITH GOULET, GOULET, KEITH A. GOULET, Keith A.** including **Travis Weldonn-Goulet, TRAVIS WELDONN-GOULET**, together with all derivatives and permutations and punctuations and orderings of these names, **ARE**

411 **NOT ACTING** in any federal territorial or MUNICIPAL capacity and have not knowingly or
 412 willingly acted in any such capacity since the 12th day of November 1943.

413 All vessels are duly **claimed by Keith Allan: Goulet, the Holder-in-due-course**, the “donor &
 414 **beneficiary**” of the “Transmitting Utility” **KEITH A. GOULET**, account # ~~512187219~~ whereas
 415 all the names appearing above, along with all derivatives and permutations, are held under
 416 “**Common Law Copyright**”, since the twelfth day of the eleventh month of the year of our Lord
 417 one thousand nine hundred forty three, where no use is granted without express written consent the
 418 the Holder-in-due-Course.

419 These vessels are publishing **Mandatory Notice** that they are **Foreign Sovereigns** from the nation
 420 state of Montana of **The United States of America (unincorporated)**. This is your **Mandatory**
 421 **Notice** that these above-listed-named vessels are owed all material rights, duties, exemptions,
 422 insurances, treaties, bonds, agreements, and guarantees including indemnity and full faith and
 423 credit, that their **jurisdiction is the “land & soil”** of the nation state of Montana.

424 You are also hereby provided with **Mandatory Notice** that these vessels **are not subject** to
 425 Territorial or MUNICIPAL UNITED STATES law, and are owed The law of Peace, according to
 426 the Army Pamphlet 27-161-1 from all Territorial and MUNICIPAL OFFICER and Employees who
 427 otherwise have NO PERMISSION to approach or address them.

428 Any harm resulting from trespass upon these vessels or the use of **fictitious name(s) or title(s)**
 429 related to them, or the attempted conversion of the “living being” into or identifying him/her as
 430 the MUNICIPAL FEDERAL NAME, shall be taken as “fraudulent conversion” of the “living
 431 being” to act as “surety” or “DEBTOR” for the FEDERAL NAME **KEITH ALLAN GOULET** or
 432 **KEITH A. GOULET** and will be subject to full commercial liability and penalties under 18 USC
 433 2333, 18 USC 1341 and 1342, and will result in a “Commercial Tort Claim” in the amount
 434 determined from a “publicly posted fee schedule”, plus three times damages, as authorized under
 435 the Uniform Commercial Code.

436
 437 24. On the closing statement created by JG WENTWORTH HOME LENDING LLC, on page 2, the
 438 following statement appears:

439 *“My agent is not authorized to correct clerical and typographical errors **as to the names***
 440 ***of the parties** to this transaction; the legal description, county or street address of the real*
 441 *property which is the subject of this transaction; and the date of any document.”*

We have highlighted the phrase “as to the names of the parties”, as the Lender did in fact change the name of the “borrower” from “Keith Goulet” to the FEDERAL CORPORATE NAME: “KEITH A. GOULET.

Since the Claimant was not aware that the FEDERAL NAME: KEITH A. GOULET, and his given name: Keith Goulet; were or ARE TWO DIFFERENT NAMES, and whereas the Lender failed to disclose this matter, the “Deed of Trust” is void.

SUMMARY

25. There is not a single “Respondent” that is responsible for the carnage that has been occurring over the past 130 plus years. Each “Respondent” however MUST ACKNOWLEDGE and ACCEPT THEIR contribution to this “FRAUD & DECEPTION” which has been utilized against millions of American’s.

Most are “unaware” or have been so “indoctrinated into a belief system” that is nothing like we are led to believe. From the beginning, we as American’s” have been enslaved into a “scheme” so diabolical that it borders on the being the “crime of all times”.

At first, nearly everyone does not believe any part of the story... No author or writer could have possibly come up with a better plot or story line. Even after reading the facts, then re-reading them again, can one comprehend the craziness that was and is behind what the world is living through today.

For our purposes here and now, we are going to start somewhere in the middle, because that will lead us to what this Commercial Tort Claim is all about. It is the WHY, most do not understand, along with the “lies” utilized to make all sound reasonable and right... We could start with “Once upon a time..., like a fairy tale, but this is no fairy tale..., this is real life stuff... In the late 1800’s...

The Holy See [better known as the Vatican] bought the derelict United States (Trading Company) and created two new incorporated entities doing business in the international jurisdiction of the sea as [Believe it or not] The United States of America, Inc. and the District of Columbia Municipal Corporation which were run [operated] from 1868 until bankrupted by President Wilson --- and bought out by the Federal Reserve circa 1912.”

The Federal Reserve Banks then operated the bankrupt entity dba The United States of America Inc. and District of Columbia Municipal Corporation in receivership and created another version known as “the United States of America, Inc” [Note: the only

difference in the two names is “The” & “the”] which they also bankrupt in 1933 together with all the bogus Foreign Situs Trusts that FDR named after living Americans and their organic states. They also created US Corp, USA, Inc and Washington DC Municipality and other franchises.

“Despite the Geneva Conventions which outlawed slavery and peonage worldwide in 1926, and the Kellog-Briand Pact which outlawed war in 1928, a fraud scheme using deceptively similar names to promote false claims against and control over the American People was executed by Roosevelt via the creation of Foreign Situs Trusts that were named after living Americans, presumed to be doing business under names of identical style. E.g., “John Quincy Adams” and registered as franchises of the bankrupt governmental service corporation dba United States of America, Inc,

These civilly dead and bankrupt personas were then systematically used to promote personage and barratry against the living victims and used to remove them from their birthright status on the land to a foreign international status in the jurisdiction of the sea—effectively press-ganging Americans and their assets in contravention of international law standing since the Napoleonic Era.

The Foreign Situs Trusts were used as siphons to such the substance from their [Americans] labor and their resources under conditions of non-disclosure and deceit and used to set up the institutionalized fraud scheme known as the “Federal Reserve System”.

BUT THERE IS MORE... SO MUCH MORE...

“This fraud scheme has involved both bankruptcy and probate fraud on a massive scale and has been carried out by two private business enterprises--- the American Bar Association and the Internal Revenue Service, both owned and operated by Northern Trust, Inc. These undeclared foreign agents have operated under color of law for decades. The Bar Members are in open violation of the 1947 Bar Association Treaty allowing their presence on our soil. These Bar Associations have misrepresented themselves as harmless professional service organizations while operating private bill collection agencies disguised as public courts--- all without license, proper identification or consent.

The Internal Revenue Service has operated in a similar lawless and clandestine manner. Employees of the Internal Revenue Service have misrepresented themselves as part of our lawful government when in fact they have been totally independent private bill collectors operating as privateers on our shores and routinely committing fraud and inland piracy against American state citizens.

*The IMF doing business as the UNITED STATES, INC. and its franchises doing business as the "STATE OF WISCONSIN" and "STATE OF FLORIDA" [or "STATE OF WASHINGTON"] took up the active business of **providing governmental services without consent, knowledge** [emphasis added] or permission of the victims of this fraud scheme, and began charging their fees against the victim's aggregate collateral, too. They and their agencies then also sent bills to the living people, giving the false impression that the living people were responsible for payment of corporate franchise debts."*

So why is it important to add this insight in this Claim? It is because it is the very essence of the claim. Where did the "ALL CAPITAL TEXT NAME" come from? The overwhelming perception of most American's is that it is simply our "given name in an all capital text format". Well read on... the truth will always set you free...

"The IMF used the same basic method of fraud as the Federal Reserve System. Instead of Foreign Situs Trusts name after living Americans, the IMF set up Cestui Que Vie Trusts, and set up the same cozy arrangement for itself using institutionalized personage and barratry as a means of emptying American pockets and placing false claims against American assets.

The IMF franchises were named in the style: JOHN QUINCY ADAMS" and though they were all mysteriously born on the land of the organic states of the Union, they were "removed" to Puerto Rico, where they were mercilessly plundered, raped, and pillaged by members of the American Bar Association and the Internal Revenue Service.

*Nature has run its course and as of March 2015 the UNITED STATES, INC, has been insolvent. In response, **Barack Hussein Obama** [emphasis added] has set up yet another round of the same fraud by creating more franchises constructed to be bankrupt Puerto Rican public transmitting utilities operating under the names of living Americans and styled using only middle initials: JOHN Q. ADAMS.*

These ARE COMPLETELY ILLEGAL NAMES, VOID OF MEANING FOR LACK OF SPECIFICITY, YET MILLIONS OF INNOCENT Americans WHO ARE THE Employers and Benefactors of these bank-run governmental service corporations are paying bogus account statements and tax bills by equally bogus corporate franchises--- which are in fact the responsibility of the banks and the governmental service corporations that created them."

[This excerpt is taken from a public letter of Anna Von Reitz dated January 21, 2016 -- Addressed to the Joints Chiefs of Staff & the IMF]

REBUTTAL OF PRESUMPTION

"An assumption that is deemed fact unless rebutted by reliable conflicting evidence. A presumption which is presumed valid but which is subject to conflicting evidence being presented which effectively rebuts or overturns the presumption."

Blacks law Dictionary 2nd Ed.

26. **Any presumption of law, or presumption of fact** as to the political status or standing of the flesh & blood living man Keith Allan: Goulet© to be a US Citizen or a Citizen of the United States has been and **is hereby rebutted**, meaning before this point in time to November 12, 1943, and thereafter is hereby rebutted and has no effect whatsoever. The flesh & blood living man Keith Allan: Goulet© has by public record proclaimed his political status by public notice in Kitsap County Washington and Missoula County Montana by recording the Mandatory Notice of FISA stating that his **Jurisdiction is the land and soil of the Nation state of Montana.**

Any previous misrepresentation of the flesh & blood living man **Keith Allan: Goulet©**, as a United States Citizen or a U. S. Citizen **is hereby rebutted**. I was not born in any U. S. Territory, but in the Nation state of Montana, one of the united States of America, thus I am American state Citizen/National of "The State of Montana", where I was born on the "soil/land" of Montana.

Any previous presumption that the flesh & blood, living man Keith Allan: Goulet©, who appears to be or is presumed to representing or is presumed to be acting as an "accommodation party" in

“joiner” or “a voluntary transactor in commerce” to the dead artificial legal “juristic Person” of KEITH ALLAN GOULET© in the Admiralty Maritime Jurisdiction – the international Law of the Sea is hereby rebutted, as proclaimed on the public record beginning November 12, 1943.

Keith Allan: Goulet, the living man, claims his jurisdiction to be the “Soil/Land” of “The State of Montana”.

**MANDATORY NOTICE – Foreign Sovereign Immunities Act – Section 1605 & 1607
NOTICE OF LIABILITY – 18 USC 2333 – 18 USC 1341 – 18 USC 142**

This **Mandatory Notice** is provided to all **Territorial United States** District, State and County Courts, their officers, clerks, bailiffs, sheriffs, deputies, and employees and all **MUNICIPAL appointees** including their DISTRICT, STATE and COUNTY COURTS, their OFFICERS and EMPLOYEES:

The vessels doing business as **Keith Allan: Goulet**, the living man, also known as **Keith Goulet, Keith A. Goulet, Keith Allan Goulet**; including the MUNICIPAL FEDERAL NAME known as **KEITH ALLAN GOULET, KEITH A. GOULET, KEITH GOULET, GOULET, KEITH A. GOULET, Keith A.** including **Travis Weldon-Goulet, TRAVIS WELDONN-GOULET**, together with all derivatives and permutations and punctuations and orderings of these names, **ARE NOT ACTING** in any federal territorial or MUNICIPAL capacity and have not knowingly or willingly acted in any such capacity since the 12th day of November 1943.

All vessels are duly **claimed by Keith Allan: Goulet, the Holder-in-due-course**, the “donor & beneficiary” of the “Transmitting Utility” **KEITH A. GOULET**, account # **21-187279** whereas all the names appearing above, along with all derivatives and permutations, are held under “**Common Law Copyright**”, since the twelfth day of the eleventh month of the year of our Lord one thousand nine hundred forty three, where no use is granted without express written consent the the Holder-in-due-Course.

These vessels are publishing **Mandatory Notice** that they are **Foreign Sovereigns** from the nation state of Montana of **The United States of America (unincorporated)**. This is your **Mandatory Notice** that these above-listed-named vessels are owed all material rights, duties, exemptions, insurances, treaties, bonds, agreements, and guarantees including indemnity and full faith and credit, that their **jurisdiction is the “land & soil”** of “The State of Montana”.

You are also hereby provided with **Mandatory Notice** that these vessels **are not subject** to Territorial or MUNICIPAL UNITED STATES law, and are owed The law of Peace, according to the Army Pamphlet 27-161-

1 from all Territorial and MUNICIPAL OFFICER and Employees who otherwise have NO PERMISSION to approach or address them.

Any harm resulting from trespass upon these vessels or the use of **fictitious name(s) or title(s)** related to them, or the attempted conversion of the “living being” into or identifying him/her as the MUNICIPAL FEDERAL NAME, shall be taken as “fraudulent conversion” of the “living being” to act as “surety” or “DEBTOR” for the FEDERAL NAME **KEITH ALLAN GOULET** or **KEITH A. GOULET** and will be subject to full commercial liability and penalties under 18 USC 2333, 18 USC 1341 and 1342, and will result in a “Commercial Tort Claim” in the amount determined from a “publicly posted fee schedule”, plus three times damages, as authorized under the Uniform Commercial Code.

NOTICE OF LAND PATENT

27. On the 24th day of January 2019, a Certificate of Acknowledgement – Statutory Warranty Deed was recorded in KITSAP COUNTY, WASHINGTON (**Exhibit A**). This document clearly defines the “Holder-in-due-Course” owner of the “Property” defined as 6703 Phillips Road SE, Port Orchard, Washington, the property referred in the foreclosure document herein.

28. On May 5, 2021, further evidence was entered cementing Keith Allan: Goulet’s claim to the “Land & Property” which was recorded in KITSAP COUNTY, WASHINGTON in the form of a “**Declaration of Land Patent**” (**Exhibit N**). The Land Patent was claimed in accordance with the “Oregon Treaty, 8 stat. 869, 6/15/1846, Washington State Constitution, United States Constitution, Bill of Rights and Declaration of Independence (1776).

29. The Land Title and Transfer. If this Land Patent is not challenged within sixty days (60) in a court of law by someone, or by the government, it then becomes [the] property, [of the claimant] , as no one has followed the proper steps to [gain] legal/lawful title, the final certificate or receipt [Declaration] stands.

A Land Patent is conclusive evidence the Patent has complied with the Act of Congress as concerns improvements on the land, etc...

No counter-claim was recorded, challenging the Land Patent Claim recorded on May 5, 2021, therefore the “Land Patent Claim of Keith Allan: Goulet” stands as a valid claim to the Land.

Jurisdiction and Venue

30. The Court has jurisdiction over this action pursuant to 28 U.S.C 1331, in that the claims which arise under the laws of “the UNITED STATES and this Court has supplemental jurisdiction of additional claims pursuant to 28 U.S.C 1367(a) as they are related to the federal questions that form a part of the same case or controversy.

Venue is proper in this District pursuant to 28 U.S.C 1391 (b)(2) because at least one defendant/Respondents reside in this District and is a substantial part of the events or omissions given rise to the Petitioners claims. In regards, the publications of injurious falsehoods were intended to occur in the Western District of Washington and did occur in the Western District of Washington.

The Parties

31. The Petitioner **Terra Libre Land Trust on behalf of Keith Allan: Goulet**, a Private, American National who is sui juris, whose domicile is The State of Montana, who also owns property in “The State of Washington”.

The Respondents listed herein are co-conspirers who have profited from the unlawful sale of the Petitioner “real property” located at 6703 Phillips Road SE, Port Orchard, “The State of Washington, and the subsequent harassment of him and his family causing the split of those closest to him, thus depriving him of a restful and peaceful end to a productive life.

The Petitioner is a 100% disabled Vietnam Veteran, age 78, who has already suffered the wrongdoing of “multi-national corporation” including Monsanto Corporation and its parent corporation, Bayer Corporation, who have already inflicted harm on him and his family from the toxic chemical of Agent Orange.

The Respondents in this case, have collectively sought to falsely claim “title to his Land and Property” and have caused unwarranted stress and hardship to the Petitioner, who suffers from “Terminal Coronary Artery Disease” as a result of his exposure to Agent Orange. This harassment has also caused a “breakup of his friend and caretaker” as she could no longer deal with the constant pressure and cyberstalking of the Petitioner, his efforts to free himself from the harassment, and the stalking of his friends and family.

32. WELLS FARGO BANK, N.A. was not the “loan originator”, but “purchased the loan pkg” from the loan originator “JG WENTWORTH HOME LENDING LLC. At the time that WELLS FARGO BANK, N.A. purchased the loan, Keith Allan: Goulet had already notified JG WENTWORTH HOME LENDING LLC of his intent to cancel the Deed of Trust. When WELLS FARGO BANK, via WELLS FARGO HOME

MORTGAGE, notified Keith Allan: Goulet in January Of 2019, that they had assumed to mortgage, and he was to make payment to WELLS FARGO HOME MORTGAGE.

Upon receiving the notice, Keith Allan: Goulet informed WELLS FARGO HOME MORTGAGE by register mail, that he did not have a "Contract" with WELL FARGO BANK nor WELL FARGO HOME MORTGAGE and requested that WELLS FARGO HOME MORTGAGE provide him with document authenticating their position and contract. WELL FARGO HOME MORTGAGE did not comply.

33. JG WENTWORTH HOME LENDING LLC was the "originator of the documents"(Exhibit H). Immediately following the signing of the documents, Keith Allan: Goulet notified JG WENTWORTH of his concerns regarding the name change on the documents. JG WENTWORTH only replied stating that they were no longer holding the loan.

According to the Deed of Trust, the actual lender is JG WENTWORTH HOME LENDING LLC a Virginia Limited Liability Company whose address is 3350 Commission Court, Woodbridge VA 22192.

34. **FIDELITY NATIONAL TITLE INSURANCE COMPANY**, a California Corporation, who was appointed "Trustee", presumably of the "Deed of Trust". The question raised was FIDELITY acting as "an insurance company/agent" and if so, how can it act in that capacity of Trustee without bias towards the rights and interest of the "actual borrower" Keith Allan: Goulet. On the Signature Page of the Deed of Trust... "under the signature line was the name: KEITH A. GOULET. FIDELITY NATIONAL TITLE, as "Trustee" had a fiduciary obligation to protect the interests of "Donor-Beneficiary" of the "Deed of Trust", that being Keith Allan: Goulet, the living man whose "labor & ingenuity" is what has given "Value" to the Federal Name: KEITH A. GOULET".

The Notary Public "VICKI KINKELLA" a Notary for the State of Washington, attested to the fact that KEITH A. GOULET "appeared before me KEITH A. GOULET, to me know to be the individual party/parties described in and who executed the within and foregoing instrument..." NONE OF WHAT she has attested to is true... KEITH A. GOULET could not have possibly APPEARED BEFORE HER., as KEITH A. GOULET is a "Fictional Entity" a "Corporate juristic name" and IS NOT THE living man known as Keith Allan: Goulet.

35. **THE VETERAN'S ADMINISTRATION...** The same is true of the VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER... On page 2 of that document (page 13 of 17 of the closing document file), notice the Signature Line: What appears beneath the line is the name: KEITH A. GOULET. We notice that there is no place on the document which asks for the actual name of the borrower. We also note that we have already stated that the "Official Name of the Veteran" is GOULET, Keith

Allan, verified from THE VETERAN'S ADMINISTRATIONS own records. We also note that there is NO EXPLANATION of the use of, nor the consent of the actual applicant, to substitute the "Federal Name" KEITH A. GOULET, or for that matter, the use of THE VETERAN'S ADMINISTRATION'S own identification of the Veteran: GOULET, Keith Allan.

36. **MORTGAGE ELECTRONIC REGISTRATION SYSTEM INC. (MERS)** On page 14 of the loan package document, we find another "RIDER – MERS Rider". Who knew that MERS, the self-proclaimed "Registration System" would have the authority to "AMEND THE TERMS AND CONDITIONS OF THE LOAN DOCUMENTS"? On page 2, B... TRANSFER OF RIGHTS IN THE PROPERTY. It states: "The transfer of Rights in the Property section of the Security Instrument is amended to read as follows:"

The borrower, in ALL THE DOCUMENT, WAS NEVER INFORMED that the "Electronic Registration System corporation", was part of the actual loan documents. The borrower was never provided "informed consent". It is also important to recognize that beneath the signature line is the "all capital text corporate Federal Name: KEITH A. GOULET".

A second issue is of greater importance. Who granted this consent to alter the "Security Instrument" which is presumed to be "The Note"? The "Deed of Trust" is simply the "holding entity" which as we have already disclosed that FIDELITY NATIONAL TITLE INSURANCE COMPANY was appointed "Trustee" and "holder in trust" of the "Signers Property". His/its obligation was to protect the interest of the lawful owner of the property, which was not the name on the document. This Federal Name: KEITH A. GOULET is who legally executed this document, not the actual owner Keith Allan: Goulet.

The question we have raised from the beginning is "how did the property get "transferred into" or "granted" to the "All Capital Text" Federal Name KEITH A. GOULET? Since the two names are "legally separate entities", there MUST BE a document where the actual owner/secured party creditor has agreed to "grant to" or "assign to" the "Corporate entity: KEITH A. GOULET, the use of the property. THERE IS NO SUCH DOCUMENT. This act is pure "deceptive fraud".

37. **THE LENDER BANKS... ALL.** The third document is "The Note". The "Note" is not "made in any name", it simply refers to "BORROWERS PROMISE TO PAY". No where in the document does it make reference to the "actual applicant" by name. If it would or did, it would be necessary for the creator of the document to provide an explanation as to why and how the name at the bottom of the Note is different from the "applicant's name".

It is presumed that the “borrower” is the name that appears at the end of the document. The reality then, is that the “borrower” is the Federal Name: KEITH A. GOULET. The living man, Keith Allan: Goulet, who is the lawful title holder, never knowingly agreed to be the “co-signer” or the “voluntary transactor in commerce” for the Federal Name: KEITH A. GOULET.

38. MCCALLA RAYMER LIEBERT PIERCE, a “Collection Agency” law firm, who claims representation of WELLS FARGO BANK, N.A. On or about October 20, 2021, delivered a “notice to vacate” to the property address of 6703 Phillips Road SE, Port Orchard Washington. Prairie Star National Trust, Administrator and Trustee for the BANKRUPT ESTATE of KEITH A. GOULET, that neither the ESTATE of KEITH A. GOULET nor WELLS FARGO BANK, N.A., responded to that order by informing McCalla Raymer Liebert Pierce, that the BANKRUPT ESTATE of KEITH A. GOULET nor WELLS FARGO BANK, N.A., did not have or hold any kind of title to the property. According to KITSAP COUNTY RECORDS, the property is owned by Keith Allan: Goulet the living man. See the attached Warranty Deed (**Exhibit A**). A December 6, 2021, further defined and further informed the law firm of a “Notice of Fraud” (**Exhibit J**) which the law firm has, by its actions, agreed to terms and conditions of the contract outlined therein.

39. Prairie Star National Trust, Administrator/Trustee for the BANKRUPT ESTATE KEITH A. GOULET, informed WELL FARGO BANK, N.A. on February 1, 2021 (**Exhibit K**) that the collection of OMB No 1455-0877, on Form 1099A in the amount of \$344,000 which belongs to the ESTATE OF KEITH A. GOULET. WELLS FARGO BANK, N.A. did not originate the Loan... the loan was created by JG WENTWORTH HOME LENDING LLC. In any event... he \$344,000 should have been returned to the borrower the ESTATE OF KEITH A. GOULET.

40. On or about March 12, 2021, QUALITY LOAN SERVICE CORPORATION OF WASHINGTON acting as Trustee, acting without contract or assignment by the original trustee, FIDELITY NATIONAL TITLE INSURANCE COMPANY, claiming to be appointed “successor trustee”, who failed to provide evidence of a written document, fraudulently executed a TRUSTEE’S DEED UPON SALE. (**Exhibit L**)

It is a matter of record, that two elements prevented this action. One, the “ESTATE of KEITH A. GOULET, the Transmitting Utility, which QUALITY LOAN SERVICE CORPORATION OF WASHINGTON indicated on the “TRUSTEE’S DEED UPON SALE” as “Trustor: KEITH A. GOULET, AN UNMARRIED MAN”

757 It is not speculation nor an anomaly that the name is capitalized. Black's law Dictionary
758 defines a corporate entity as being illustrated in ALL CAPITAL LETTERS. The vessel: KEITH
759 A. GOULET, a Transmitting Utility, account no: [REDACTED] was created by the
760 IMF/MUNICIPAL STATE OF MONTANA on December 10, 1943. That vessel was included in
761 the Bankruptcy of the MUNICIPAL UNITED STATES, INC, whereas that bankruptcy was
762 finalized on November 5, 2021.

763 Mandatory Notice documents exist recorded in KITSAP COUNTY WASHINGTON and
764 MISSOULA COUNTY MONTANA, since 2018. (Exhibit L) This document clearly defines this
765 vessel as "Corporate American National" whereas this vessel is subject to full commercial
766 liability and penalties under 18 USC 2333, 18 USC 1341 & 1342, whereas a "Commercial
767 Tort Claim" for a claim amount, plus 3 times damages as authorized under Uniform
768 Commercial Code.

769 The entity of KEITH A. GOULET, an ESTATE, was falsely installed as "holder-in-due-Course"
770 of the property. The ESTATE, is if anything, is a DEBTOR, without standing. It is certainly
771 NOT AN UNMARRIED MAN, no matter how badly "the bank" and "the collection agency"
772 want it to be.

773 We already know that the ESTATE WAS NAMED as Original Grantor... with is false on its
774 face, as the entire Deed of Trust document is null and void as a result of Fraud.

775 MERS was never a part of the "loan document" nor the "Deed of Trust". It was never part
776 of any contract, and even if it was, there is NO SIGNATURE, NO CONSIDERATION, put forth
777 by MERS, WELLS FARGO BANK, N.A., or QUALITY LOAN SERVICE CORPORATION OF
778 WASHINGTON.

779 The "Deed of Trust" was cancelled by the only signer to the document. It was cancelled
780 based on Fraud, the withholding or failure to disclose permanent facts to the loan
781 documents.

782 SUMMARY

783 The issues raised in this Writ of Mandamus are complex and far reaching. First and foremost is
784 the understanding that there are several significant, yet basic elements that must be pointed out.

a. **Jurisdiction.** The Petitioner is an “American National” whose jurisdiction is the “land and soil” of “The State of Montana”. He is not a “U.S. Citizen” nor is he a “Citizen of the UNITED STATES”. Both of these types of “Citizens” are “Citizens of the “Federal MUNICIPAL or Territorial Governmental Service corporation known as THE UNITED STATES.

b. He comes to this Court by Special appearance, as all the respondents to this action are “A Federal Corporation or Federal Corporate UNITED STATES CITIZENS whose jurisdiction fall under this court.

Terra Libre Land Washington and Prairie Star National Trust, are a “Common Law Pure Contract Trust” whose functions in the jurisdiction of the Air, with a “Beneficial interest in the Land”. Its sole purpose is to act as an “intermediary, an entity who acts as a mediator or agent” on behalf of a Petitioner.

The issues raised by Prairie Star National by and in the “Commercial Tort Claims” are based on “commercial law”, under the rules of the Uniform Commercial Code, under which this court and each of the Respondents function. A Petitioner may function under the international jurisdiction without leaving his basic jurisdiction. In reality, the Petitioner functions in the “international jurisdiction”, while holding beneficial interest in the “soil/land” jurisdiction. The Petitioner is not “lawless”, as he is bound under Public Law, and it is under Public Law that this Writ of Mandamus seeks remedy.

c. **Status.** The petitioner has recorded into the public his “Declaration of Political Status”, and has included a copy as an **Exhibit M** with this case (“Mandatory Notice” of Foreign Sovereign Immunities Act under Sections 1605 and 1607).

It has been the intent of each of the Respondents, to drag the Petitioner into a foreign jurisdiction, the jurisdiction which may apply to the “Federal Name: KEITH A. GOULET, but not to the living being Keith Allan: Goulet. It is this “duality of identification” which has created the necessity to “describe and define” the difference between the two names. It is the mis-identification of, and the substitution of the corporate name, which has created the fraud on a grand scale. It is not the intention of the Petitioner to create conflict, it is only his intent to establish his rights as an American National on the land & soil jurisdiction.

d. **Contracts & Consent.** We, collectively, cannot undo the past. What we can do is unravel the false and fraudulent practices. Our purpose is not to inflict punishment as a remedy. What our expectations are, and what we seek as remedy and relief from the court, is the simple solutions we have presented herein.

Our expectations are for the Respondents who have participated in the false and fraudulent practices, who have created the false and misleading contracts, to own up to their errors, and understand that from the beginning, this Writ of Mandamus, seeks only that the Petitioner, the living man, Keith Allan: Goulet be granted relief in the form of the return of what belonged to him in the first place.

The “conversion of a contract”, namely, the name in which the contract was intend and the substituted name that was actually used, is pure deception and fraud. It was and is, the “presumption that the “signer was aware” of the name difference” and entered into the contract “with informed consent”. Such informed consent was not provided and must be in writing within the contract.

e. **Non-judicial process.** The Collection Agencies, large law firm who make their living off the “deception and fraud of mortgages” take advantage of “unsuspecting and unknowing” individuals, using “statutory laws” designed to allow these Collection Agencies to utilize the code and commercial law, (Article 9 of UCC) to take property without judicial protection.

Yet, when presented with a Commercial Tort Claim under the same Article 9 rules, do not adhere to the “commercial laws” they themselves are using to effect home foreclosures. We simply request that the court acknowledge and enforce commercial laws equally. If the Respondents expectation is for non-judicial rules apply to those individuals caught in foreclosure against so called “security instruments”, then the same expectation should be applied to the “secured instrument created by a Commercial Tort Claim under 15 USC”.

Relief Sought

1. That the “TRUSTEE DEED UPON SALE” created by QUALITY LOAN SERVICE CORPORATION OF WASHINGTON, be declared null and void, as the entire non-judicial foreclosure process was

accomplished under false and fraudulent assumptions. That the ESTATE - KEITH A. GOULET was in Bankruptcy at the time the process took place; and that WELLS FARGO BANK, N.A. did not produce the documents requested by Prairie Star National to provide positive proof of status and fulfillment of the requirements of holding a valid contract with the living man Keith Allan Goulet; nor did QUALITY LOAN SERVICE CORPORATION OF WASHINGTON produce any documents to verify their status, bond or other requested documents which included the "original wet ink note", a signed document executed by the original trustee resigning, and how, and who appointed QUALITY LOAN SERVICE CORPORATION OF WASHINGTON, the new trustee.

2. That QUALITY LOAN SERVICE CORPORATION OF WASHINGTON failed to acknowledge the numerous attempts by the actual owner, through his Agent Prairie Star National Trust, to provide evidence and proof in the forms of "written documents" stating that the "lender bank" and/or it "service agent" held the authority to act on behalf of the "Trust" that supposedly held the property, including how and why QUALITY was appointed Trustee.
3. Prairie Star National Trust, on behalf of its client, the living man Keith Allan: Goulet, presented a certified "Commercial Tort Claim" on behalf of the living man Keith Allan Goulet, requiring each respondent to rebut all the allegation made therein, by providing written documents including the "original wet ink" documents, which were never provided, in addition to an explanation as to "who" and "why" the name was changed from the "applicant's name" to the "Federal – Transmitting Utility name". It has been verified beyond any reasonable doubt, by the Fiduciary of The United States of America, the incorporated entity, that the all capital text name is in fact a creation of the MUNICIPAL STATE GOVERNMENT. It may no longer be "presumed" that the "all capital text name", represents or is the same as the living being's name.
4. That both the "Deed of Trust" and "The Note" itself are null and void based on the fraudulent nature of the signature. All contracts must be made under "informed consent", and that information and notice must be in writing, within the contract. A signer must be informed that he or she is "signing on behalf" of someone else or on behalf of a corporate entity. A signer must be informed that he/she is signing as a "surety", "a co-signer" and he/she IS NOT a voluntary transactor in commerce.
5. That the Petitioner be granted monetary award claimed in the original "Commercial Tort Claim", whereas the Respondents therein, were already provided 90-day opportunity to rebut

or disavow those allegations presented therein. Each of the respondents were provided ample time to rebut the allegations. The "Commercial Tort Claim" was first presented on July 20, 2021 and has been unanswered for over eight (8) months.

A Notice of Default was sent each respondent after a 90-day period, offering opportunity to settle the claim with the Claimant. None of the respondents replied, nor chose to negotiate a settlement to their obligation.

6. That the court issue a judgement to each of the Respondents as indicated below:

| | |
|---|-----------------|
| WELLS FARGO BANK, N.A. | \$ 1,032,000.00 |
| NATIONAL ASSET MANAGEMENT GROUP | \$ 1,032,000.00 |
| JG WENTWORTH HOME LENDING LLC | \$ 1,032,000.00 |
| QUALITY LOAN SERVICE CORP OF WASHINGTON | \$ 1,032,000.00 |
| KITSAP COUNTY CORPORATION | \$ 1,032,000.00 |
| ORANGE COAST TITLE COMPANY | \$ 1,032,000.00 |
| WELLS FARGO HOME MORTGAGE | \$ 1,032,000.00 |
| FIDELITY NATIONAL TITLE INSURANCE COMPANY | \$ 1,032,000.00 |
| MCCALLA RAYMER LIEBERT PIERCE | \$ 550,000.00 |

Our previous offer, which we make again by this Writ of Mandamus is that each entity simply settle the claims whereas each entity pay \$ 344,000.00 in lawful money to the Petitioner in settlement of the Commercial Tort Claims made, and that the DEPARTMENT OF VETERAN AFFAIRS - Comply with the terms and conditions of the prior Commercial Tort Claim cured claim.

41. As a direct result of the Respondents actions, the Petitioner has suffered and continues to suffer significant damage including but not limited to actual compensatory, special and incidental and consequential damages, to his reputation, credit standing and ability to provide services to his family, friends and business associates.

WHEREFORE, the Petitioner Keith Allan: Goulet respectfully requests that this Court enter a Judgement for Keith Allan Goulet and against the Respondents listed herein, for damages, including Punitive damages, costs and such other damages as the court may deem just and proper.

Dated: April 21, 2022

908 Respectfully submitted by:

909 **Terra Libre Land Washington Trust**

910 **Prairie Star National Trust**

911 3965 Bethel Road SE

912 Port Orchard, Washington 98366

913 Telephone: 206-549-4985

914

915 /s/ Sterling J. Shaw – Managing Trustee

916

917

918

Signed by: Sterling J. Shaw
Without prejudice - All Rights Reserved